

**FISHER ISLAND MUNICIPAL ADVISORY COMMITTEE  
COMMITTEE MEETING**

UNAPPROVED MINUTES FOR  
WEDNESDAY, JUNE 22, 2005

FISHER ISLAND TENNIS CENTER

**1. Call to Order**

With MAC Vice Chair, Jorge Garcia presiding, the June 22, 2005 Fisher Island MAC meeting was called to order at 6:15 PM.

**2. Role Call**

Present were the following:

Javier Acosta  
Robert Vole  
Jorge Garcia  
Michael Pearce

Ira Ostrow (via teleconference)

Absent:

Carolyn Sakolsky

**3. Approval of Minutes**

Mr. Garcia moves for the approval of the 4/27/05 minutes.

Jason Rodriguez mentions a correction he requested to the minutes.

Mr. Garcia informs the minutes have been corrected and proceeded to pass them out.

Mr. Rodriguez informs MAC members what the corrections he requested were: 1) clarification of the Home Rule Charter chapter that he referred to; 2) inclusion of the information he brought back to the MAC regarding holding meetings at the fire station.

Mr. Ostrow interjects by letting MAC members know that he has met with the officials of the Fisher Island School who have granted him authorization to hold meetings at the school if need be.

**4. Response From the Miami-Dade Police Department**

Mr. Garcia informs that he received a response letter from the Miami-Dade Police Department, which is requesting supplemental information. Mr. Garcia turns the floor over to Jason Rodriguez.

Mr. Rodriguez informs the MAC that the information packets they have contain information provided by Captain O'Donnell and the Municipal Services Unit of the police department based on the requests made at the previous MAC meeting.

Mr. Garcia hands out copies of the letter he sent to the director of the police department for reference.

Mr. Rodriguez proceeds to discuss what the attachments in the packet from the police department are.

Mr. Garcia explains that the response from the police director was basically that they have provided three proposals and that the MAC has to choose from the three; and that they will not undertake any further proposals for Fisher Island at this time. Mr. Garcia feels that the proposals are still way off base, but he wants the MAC's opinion as to whether to continue trying obtain a different proposal or accept the lowest proposal for purposes of budgeting and move on from there.

Mr. Vole asks if these comparisons are current.

Mr. Rodriguez explains that they are current, and that Miami Lakes has recently decided to continue with Miami Dade Police even after their mandatory period is over.

Mr. Vole points out that other counties pay officers half of what Miami-Dade county shows on the proposals.

Mr. Ostrow informs the MAC that he met with Captain O'Donnell in early June who called Sara Ingalls who was asked to attend the meeting. In this meeting they went over all the matters including comparing the original proposal down to the last one. Mr. Ostrow explains that after going over these proposals with Captain O'Donnell he has learned that what they have done is given Fisher Island a flat rate, which is not the officer's salary, but what Miami Dade County expends on the officer including benefits. Mr. Ostrow feels that he was properly informed and brought up to speed on this matter.

Mr. Ostrow explains that he was informed that the town council to the City Manager

controls the activities of the police officers. It is a three year requirement. The fourth year is optional if needed for transition. Mr. Ostrow feels that for the purposes of moving forward it would be a good idea to accept the third proposal at this time. Mr. Ostrow also points out that although the island has never had a major crime, it is possible that something could happen and then they would need the coverage.

Mr. Garcia asks if during this discussion there was any mention as to how the proposal will be structured; do they get to choose where the officers will be stationed; will they be Fisher Island police or Miami-Dade police; etc.

Mr. Ostrow explains that the contract is with the Miami-Dade Police Department. However, they would be happy to display the Fisher Island logo on the side of the car, etc. The uniforms will be Miami-Dade uniforms; and they will arrange for the firehouse to be their official police headquarters on the Island.

Mr. Vole asks what happened to the mainland.

Mr. Ostrow explains that in the mainland the police officers can use the town hall as their headquarters.

Mr. Ostrow states that with all this said, even though he is not an official part of today's quorum, he would recommend to the MAC that they put to a vote to accept the third proposal from the police department in order to move forward with the incorporation effort.

Mr. Garcia asks Sara Ingalls if she has anything to add at this time. She had nothing further to add.

Mr. Ostrow adds that the contract is not signed until the municipality is formed. He has a copy of the contractual agreement that will be copied for MAC members.

Mr. Garcia asks if the contract was specifically made for Fisher Island, or if it is a contract that will have to be amended or changed.

Mr. Ostrow explains that it is a standard contract with very minor adjustments to suit Fisher Island.

Mr. Garcia opens the floor for discussion regarding this matter.

Mr. Vole wants to point out proposal 2 and 3. He asks that the MAC members consider the differences between them.

Mr. Garcia states that he reviewed all three and in his opinion none of the three proposals meet the requirements of the Island. However, he chose the most economical one of the three. Mr. Garcia feels that if one of the proposals is chosen the MAC is stuck and will not be allowed to move forward. In order to complete a budget, the MAC has to accept one of these three proposals to include in said budget.

Mr. Rodriguez says that is correct. The MAC has to make a choice. He also points out to Mr. Vole that the common denominator between staffing proposal 1 and 2 is that it would be dedicated officers to Fisher Island. Staffing proposal 3 provides 2 police officers per shift, but they may not be the same officers.

Mr. Ostrow says that subject came up in the meeting. It was clearly discussed that there would be a designated core group of officers trained for Fisher Island. The two officers that would be assigned per shift would always be from that core group. So they are not arbitrary assignments by any means. It would be officers from this specific core group.

Sara Ingalls confirms that this was what said in the meeting. That it would be a specific group of officers.

Mr. Garcia states again that he would go only with the most economic proposal for the purposes of moving forward.

Mr. Acosta comments that the way he sees it there really is no choice but to accept one of the three proposals. In his opinion he feels the MAC should accept the most economic proposal in order to go forward. He also feels that the third proposal is the least intrusive to the island.

Mr. Ostrow adds that he had a meeting with the head of Fisher Island security who was anxious to see regular police coverage on Fisher Island. He met with the director of security and his assistant. One of the reasons that they are anxious for police coverage is that the demographics on the island have changed. There are lots of people and many new faces. The security officers feel that there are times for example when someone drives down Fisher Island Drive at 60 mph and when the officers say that they can't drive that fast the person says they'll do what they want. This happens in other situations and the police presence will be a major step for the community without having an overwhelming number of officers on the Island.

Mr. Vole wants to know if the contract is renegotiable if the situation changes on the Island.

Mr. Garcia asks Jason Rodriguez if the contract is year by year or if the contract is for the full three years.

Mr. Rodriguez states he believes the contract is for the full three years.

Mr. Vole says he doesn't agree with the cost of the quantity of police vehicles. He wants to know if adjustments can be made depending on changing circumstances.

Mr. Ostrow feels that if proposal number three is accepted the police department would not have a problem to add an addendum for upgrading the services.

Mr. Garcia feels that at this point proposal number three deviates from Favorite Nation Status by providing a flat rate, the amount is lower and facilitates the MAC to move forward, anything else can be added later to the actual contractual agreement. Mr. Garcia feels the MAC is getting ahead of themselves. The contract isn't actually provided until the municipality is formed. Keeping the purpose of moving forward in mind, he feels proposal three is the way to go.

Mr. Garcia calls for someone to make a motion to adopt proposal three of the Miami Dade Police Department.

Mr. Acosta makes a motion to accept proposal three as presented to the MAC by the Miami-Dade Police Department for \$876,478.54.

Mr. Vole seconded the motion.

A vote was taken and with a vote of four in favor and none opposed, proposal number three of the Miami-Dade Police Department was accepted.

Mr. Garcia informs that this will allow them to move forward, and that all that needs to be done is adjust budget proposal number four with the new figure for the police line item.

Mr. Garcia asks if there are any closing remarks on this subject before moving on to next item.

Mr. Rodriguez informs that as part of the packages he prepared he provided the MAC with excerpts from two municipalities' charters; Miami Lakes being the oldest (Article 9), and Doral which is one of the most recent one (City of Doral Municipal Charter). Mr. Rodriguez wanted to bring up the information, although it was discussed at the last meeting and again tonight, about the three years versus the four years for police contract. Mr. Rodriguez points out the wording regarding the

fourth year of police contractual coverage, and the fact that it appears in the charter.

Mr. Garcia wants to know if these charters were put together by a charter committee, presented and eventually accepted by the County Commission.

Mr. Rodriguez responds yes.

Mr. Garcia wants to know if the line at the end of the City of Doral article that Mr. Rodriguez pointed out, is that a standard line that gets plugged in to all charters.

Mr. Rodriguez explains that the county provides like a template charter that has been adopted.

Mr. Garcia wants to know if the language is the same in all charters.

Mr. Ostrow interjects that in the contract it is stated that we are agreeing to a relationship for three years, if at the end of two years you choose not to renew at the end of three, then the transition year goes away. If you elect after three years not to do it you have to take the fourth year because you have to give them a year's notice that you are discontinuing the service. The charter refers to the contract.

Mr. Vole feels that should be dealt with when the contract comes.

Mr. Garcia would like to hear Mrs. Ingalls' comments.

Mr. Acosta interjects that the Miami Lakes charter says "after the initial three years of police contract..." sounds to him like if you give notice at the end of the second year by the end of the third year you discontinue services. There is a variation for Doral.

Ms. Ingalls comments that she was at the meeting with Captain O'Donnell and that this was discussed to be as stated, but that every document she's ever looked at like Doral and Cutler Ridge relates to the three years and then the fourth for transition.

Jason Rodriguez points out that the police department may look at that issue operationally, but his office the Office of Strategic Business Management takes it from the financial and fiscal approach for the protection of the remaining unincorporated Miami-Dade County. For that nature alone his office will go with the language of the three year contract with the transition year. He explains that he brought those two charters because of those two Miami Lakes is the first community to use this format. The City of Doral was formed last year and this shows you how

this document has evolved.

Mr. Ostrow comments that we can talk about anyone else's charter etc., but the police department requirement approved by the county commissioners in 2000 states that you must contract for three years, you may opt to take a fourth year if you wish provided you give notice is given that you're not going to at the end of two years. He feels the wording cannot be changed whether it be casual in a charter or in the Department of Annexation and Incorporation. The police department specifically stated their conditions for the MAC to adhere to. Mr. Ostrow explains that if you wait to the end of three years you must go the forth, unless at the end of two you tell them that you are not intending to continue at the end of three.

Mr. Garcia feels the issue should be tabled until the time comes to prepare the charter. He asks that Mr. Ostrow provide them a copy through Mr. Rodriguez.

**5. Pro Forma Budget**

Mr. Garcia asks the members if it is okay to proceed to the next item. With everyone in agreement, Mr. Garcia passes out copies of the corrected pro forma budget. Mr. Ostrow is informed that he will receive a copy with the mail from Mr. Rodriguez.

**6. Update - Miami-Dade County Resolution 1030**

Mr. Rodriguez brings information with regard to the issue of the resolution that Miami-Dade County adopted regarding that an independent budget analyst be brought on board. In a nutshell the information previously provided gives a time frame where they anticipate that it will take a week for discussion, another eight weeks for the consultant to analyze the budget. Mr. Rodriguez explains that this is a housekeeping item just for information.

Mr. Garcia asks that if once it passes through it takes four months for them to review it and get back to the MAC.

Mr. Rodriguez says that at the present time the four months is not affirmative.

Mr. Garcia explains that the MAC might pass it before the county is ready.

Mr. Rodriguez informs that the MAC may adopt the budget, but there's going to be a time frame with a special consultant.

Mr. Ostrow wants to know if the county has hired the firm yet.

Mr. Rodriguez explains that they have not. The memo he provided to the MAC is a from the county manager explaining to the commission the resolution that the county is in the process of procuring the item. The firm has not been contacted yet. They are in the process and inasmuch as they are developing information on this issue, Mr. Rodriguez wanted to bring it to the MAC so that members could have the most available information.

Mr. Acosta wants to know if the county is not yet finished with their process and the MAC is ready with theirs can the MAC continue despite the county's lack of ability to do what they need to do.

Mr. Rodriguez informs that that interpretation is erroneous, as no MAC will go before the Board of County Commissioners without having their budget reviewed. The county is working to expedite this process and Mr. Rodriguez just wanted to bring the MAC this information so the MAC is up to date.

Mr. Garcia wants to clarify that until the county gets these consultants on board everyone is on hold.

Mr. Rodriguez agrees.

Mr. Ostrow wants to know how this was handled prior to this ordinance.

Mr. Rodriguez informs a municipality provided their budget and when they went before the County Commission, whatever position the county took would be expressed at that time.

Mr. Rodriguez explains that the purpose of this resolution is to improve efficiency for the MAC and the incorporation process. The county believes once these people are on board they will be of benefit to all involved.

## **7. MAC Renewal**

Mr. Garcia would like to move forward to the next item. Which is the notice of ordinance regarding the Fisher Island MAC scheduled for a public hearing on August 16th and the Infrastructure and Land Use Committee of the Board of County Commissioners. That simply means that we are in the process of being renewed.

Mr. Rodriguez agrees and informs that this is a housekeeping item. The MAC is created by resolution. Miami-Dade County indicates that a board cannot exist for more than a year if they weren't created by resolution. At the end of the year or thereafter a Municipal Advisory Committee is recreated or renewed by ordinance.

Mr. Rodriguez brings to the MAC the item introduced on June 7th for first reading establishing the Fisher Island MAC. After the first reading it goes to the Infrastructure and Land Use Committee and there will be a public hearing. Once the public hearing is conducted, then it gets back to the full board of county commissioners for final adoption. The reason it is scheduled for August 16th for public hearing is because the hiatus of the board is from now until the 16th of August. Mr. Rodriguez brings this information so that members can attend and be part of the process.

Mr. Ostrow believes this is a very important matter and looks forward to attendance by the MAC members and the community.

**8. Next MAC Meeting:**

Mr. Garcia asks if the MAC needs to have a meeting in July, as the budget has been done and Carolyn Sakolsky is working on the conceptual agreement.

Mr. Rodriguez has provided Ms. Sakolsky with the information she requested and came prepared to answer some of her questions in person. He will make sure the information gets to her. When she completes the initial draft she will present it to the MAC.

Mr. Rodriguez wants to clarify that while the MAC is being renewed the Sunshine is not lifted during this time. He informs that the MAC can meet during the time of the renewal.

Mr. Rodriguez wanted to provide answers to two previous questions. 1) Does Homeland Security provide funding to the Miami Dade Police Department as a result of 9/11 earmarked for Fisher Island? The answer is no funds are provided by Homeland Security for local patrol service of Fisher Island. 2) What is MDPD policy regarding policing private property? MDPD responds to request for call to service to private property according to local, state and federal law. However, it does not as a general rule patrol private property unless specifically requested to do so.

Wednesday, August 24, 2005; 6 PM

**8. Adjournment:** Motion was made for adjournment and seconded and the meeting was adjourned.